

Integration Agreement

Data Tree, LLC

And

**County Land Record
Information System**

March 1, 2008

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This Integration Agreement is made effective January 1, 2008 (the “Effective Date”), by and between Data Tree, LLC, a company with its principal place of business at 4 First American Way, Santa Ana, CA 92707 (“Data Tree” or “Service Provider”) and the Iowa County Recorders Association, with its principal place of business at 5408 NW 88th Street, Suite 120, Johnston, IA 50131 (“CLRIS” or “Association”).

Section 1. Preamble

WHEREAS, the Association maintains, through its County Land Record Information System (“CLRIS”) website, index information, and electronic images of recorded land records and related documents affecting real property, including, but not limited to, deeds, mortgages, liens, satisfactions, judgments, etc. (collectively, “Images”); and

WHEREAS, more specifically, the CLRIS receives, through its client messenger system, XML files directly from all 99 Iowa counties, with embedded index and PDF Images either in Base 64 or UU (collectively, the “XML Files”); and

WHEREAS, Service Provider provides nationwide access to digitized public land records for the real estate industry; and

WHEREAS, the Parties have made or intend to make changes to their respective software so that documents that are maintained in CLRIS, may be accessed electronically by Data Tree.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Service Provider and CLRIS hereby agree as follows:

Section 2. General Provisions

2.1 Definition of Terms

Agreement means this Integration Agreement.

API means application program interface, a set of routines, protocols, and tools for building software applications.

CLRIS County means any County in which CLRIS provides land records management services. All 99 Iowa counties are CLRIS Counties.

CLRIS means the Iowa County Recorders Association for the purposes of this Agreement. CLRIS is sometimes used to reference the land records management system

owned and operated by the Association. CLRIS is also known as the County Land Record Information System, Iowa Land Records, the Consortium of Land Record Information Systems, and CLRIS may also be used as a reference for other trade names.

Confidential Information means, subject to any applicable state and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either Party (a “Disclosing Party”) to the other Party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that:

1. Was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party;
2. Was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party;
3. Was disclosed to the Receiving Party without restriction by an independent Third Party having a legal right to disclose the information;
4. Becomes public knowledge, other than through an act or failure to act of the Disclosing Party;
5. Is publicly available or in the public domain at or prior to the time such information was disclosed by the Disclosing Party;
6. Is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or
7. Is disclosed or required to be disclosed pursuant to law, subpoena or the order of a court or governmental agency or regulatory authority.

County means any county or comparable region in the United States of America.

Document means the collection of images that make up a single document as filed or recorded.

Export Services API means the system by which CLRIS will provide Service Provider with electronic access to the information maintained in the CLRIS system. See Exhibit A.

Go-Forward Data and Images means the index and images stored and maintained in the CLRIS system on or after the Effective Date of the Agreement.

Historical Data and Images means the index and images stored and maintained in the CLRIS system prior to the Effective Date of the Agreement.

Party means the Service Provider and CLRIS individually.

Parties means the Service Provider and CLRIS collectively.

Service Fee means the fee paid by the Service Provider to CLRIS for access to and copies of the information maintained in the CLRIS system.

Service Provider means Data Tree, LLC, and its parent organizations, subsidiaries and affiliates.

Terms of Use means the Terms of Use published by CLRIS concerning access to and utilization of the CLRIS portal.

Third Party means a person or entity including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc., other than CLRIS or the Service Provider.

2.2 Service Provider Authorized Recipient

CLRIS will collaborate with Service Provider as a non-exclusive authorized recipient of the Export Services contemplated hereby.

2.3 Term

This Agreement shall be effective on the Effective Date and shall continue until terminated pursuant to the provisions of Section 7.3.

2.4 Terms of Use

Except as explicitly specified herein, Service Provider agrees to the CLRIS Terms of Use and Privacy Policies, and will use no other means to access information maintained by CLRIS. Service Provider and its employees, agents, or other representatives enabled to access documents through the Export Services system will have acknowledged their review of the CLRIS Terms of Use and Privacy Policies, and will have agreed to abide by the Terms of Use and Privacy Policies through an enforceable written or electronic agreement.

2.5 Service Fees

Service Provider shall ensure payment of all applicable CLRIS Service Fees required for connection with the API and for accessing information through Export Services. The Service Fees shall be as specified in Exhibit B.

2.6 Project Management

Account Managers

Upon the effective date of this Agreement, the Parties will each assign account managers to coordinate and administer the terms and conditions of this Agreement and to serve as primary points of contact for communications related to the Export Services.

Periodic Meetings

The Parties will convene periodic telephone meetings (or meetings in person if the Parties agree) to review each Party's compliance with the terms and conditions of this Agreement, and to evaluate the ongoing effectiveness of the operational provisions of this Agreement.

Non-Solicitation and Non-Competition

During the term of this Agreement and for a period of two years thereafter, each of the Parties will not encourage or solicit any employee of the other Party to leave the employment of the other Party and will not hire any of the other Party's employees.

2.7 Systems Integration

Project Architecture

The Service Provider agrees to implement the Export Services API published by CLRIS and to conform to published Association business rules, policies, procedures and requirements and to collaboratively architect the integration required to secure access to information maintained by CLRIS. CLRIS will provide a technical description of the Export Services API to Service Provider for its use in creating software to effectively access Go-Forward Data and Images. CLRIS will provide technical support and a functional test environment to assist Service Provider in its implementation of the Export Services API.

Software Changes and Support

CLRIS will test any and all upgrades or revisions to its software to assure continuing operability with Service Provider's systems and will provide reasonable advance notice to Service Provider in order to allow for coordination prior to implementation of any upgrade or revision. CLRIS will provide support as needed to Service Provider personnel to assure continuing operability of Service Provider's systems.

Responsibility for Costs and Expenses

Each Party will be responsible for any and all costs of developing, programming, marketing, promoting, and providing its respective portion of the Export Services under this Agreement. Except as otherwise provided herein, neither Party will be responsible or liable for any costs or expenses of the other Party incurred in connection with this Agreement.

Integration Updates

Each Party agrees to provide the other Party with reasonable notice to anticipate revisions to their respective software and to plan related integration updates.

Section 3. Customer Support

The Parties will work together to support maintenance and operation of Export Services.

3.1 Integration Development Support.

The Parties agree to support each other's integration development efforts by providing access to developers and project managers during systems integration.

3.2 Service Level Agreement.

CLRIS agrees to use its best efforts to maintain its systems and services in full effective operation except for reasonable downtimes mutually agreed upon by CLRIS and Service Provider and downtimes arising from any Internet downtime or outages or from causes beyond the control of the Parties.

3.3 Service Disruption and Recovery.

CLRIS agrees to use commercially reasonable efforts to immediately identify and work to resolve disruptions to the Export Services.

3.4 Incident Response and Escalation.

The Parties agree to use commercially reasonable efforts to respond immediately to technical support incidents initiated by the other Party.

3.5 Data and Image Information Support.

If necessary after first consulting the Search Tips section of the Land Records Search section of the CLRIS portal, Service Provider may seek assistance from CLRIS concerning the availability or accessibility of land record information. Requests for assistance shall be submitted through the Customer Service section of the CLRIS portal. CLRIS agrees to use commercially reasonable efforts to respond no later than the next business day to requests for assistance relating to the availability or accessibility of land record information. CLRIS shall not be responsible for providing assistance with respect to data or images which have not been provided to CLRIS by a CLRIS County or which are not stored or maintained in the CLRIS system.

Section 4. Use

There shall be no restrictions or limitations on Data Tree's use and/or distribution of the Images obtained hereunder, except as may be provided by law. Notwithstanding the foregoing, Data Tree agrees that it will not provide the Images received hereunder in bulk to any Third Party (except Data Tree's parents, affiliates, and subsidiaries) without permission from the Association.

4.1 Representations and Warranties

WARRANTY DISCLAIMER. ALL IMAGES PROVIDED HEREUNDER ARE ON AN "AS IS" BASIS. THE ASSOCIATION DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE IMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 5. Proprietary Rights

The Parties will each retain ownership of their respective software and systems. The software created by CLRIS to export documents electronically to Service Provider pursuant to this Integration Agreement will remain the property of CLRIS. The software created by Service Provider pursuant to this Integration Agreement to retrieve documents electronically, will remain the property of Service Provider. Any software developed by either Party to effectuate the interface jointly designed by the Parties pursuant to this Agreement shall belong to the Party who developed the software.

Section 6. Confidential Information

Each Party may have access to certain Confidential Information (as defined hereafter) of the other Party, and the Parties desire to restrict the further disclosure and use of such information.

6.1 Nondisclosure and Nonuse

Recipient will hold the Confidential Information in strict confidence and will not directly or indirectly use the Confidential Information or disclose the Confidential Information to any Third Party except in compliance with this Agreement. Recipient will not disclose Confidential Information to any person or entity other than its officers and employees with a “need to know” (and who must be directly involved and need access to the Confidential Information) in connection with this Agreement and who are (i) bound by a duty of confidentiality with respect to the Confidential Information under terms and conditions no less restrictive than those contained herein, and (ii) instructed and agree not to disclose the Confidential Information and not to use the Confidential Information for any purpose, except as set forth herein. Recipient will maintain reasonable procedures to prevent the accidental or unauthorized use or disclosure of Confidential Information and will exert at least the same degree of care as it uses to protect its own confidential or proprietary information. Recipient will immediately notify the other Party in the event of any unauthorized use or disclosure of Confidential Information. Any reproduction of Confidential Information will contain any and all confidential or proprietary notices or legends which appear on the original. Upon termination of this Agreement, Recipient will promptly return to the other Party all documents or other tangible materials containing Confidential Information and all copies thereof.

Section 7. Contract Administration

7.1 Limitation of Liability

In no event shall either Party (including their respective officers, employees, shareholders, members, contractors, agents and representatives) be liable to the other Party for indirect, special, incidental or consequential damages, even if advised of the possibility of such damages.

7.2 Indemnification

Each Party and its successors and permitted assigns (the “Indemnifying Party”) shall defend, protect, indemnify and hold harmless the other Party and its employees, officers, shareholders, members, board members, agents, representatives, and officials (the “Indemnitee”) from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses including, without limitation, the reasonable costs, expenses and attorney fees of counsel retained by any Indemnitee directly or indirectly related to, resulting from or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising from the following:

1. Any violation or breach of any term or condition of this Agreement by the Indemnifying Party, including, without limitation, the furnishing or making of any

- statement, representation, warranty or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete; or
2. Any act or omission by the Indemnifying Party, including, without limitation, any negligent acts or omissions, intentional or willful misconduct, or unlawful acts in connection with the services provided hereunder; or
 3. The performance or attempted performance of this Agreement by the Indemnifying Party; or
 4. Failure by the Indemnifying Party to comply with all applicable local, state, federal and international laws, rules, ordinances and regulations; or
 5. Any failure by the Indemnifying Party to make all reports, payments and withholdings required by Federal and state law with respect to social security, worker's compensation, employee income and other taxes, fees or costs required to conduct business in the State of Iowa; or
 6. Any alleged or actual infringement, misappropriation or violation by the Indemnifying Party of any patents, trademarks, trade dress, trade secrets, copyrights or other intellectual property rights of any Third Party.

The Parties' duties as set forth in this Section 7.2 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by any Indemnitee.

Indemnitee will reasonably cooperate with the Indemnifying Party to facilitate the defense of any action defended by the Indemnifying Party arising out of this Agreement.

7.3 Default and Termination

Either Party shall have the right to terminate this Agreement for its convenience, upon one hundred twenty (120) days written notice to the other Party.

Termination Duties

Service Provider, upon termination shall:

1. Immediately cease using and return to CLRIS any Confidential Information provided by CLRIS to Service Provider. It is explicitly understood and agreed that Service Provider may continue to use previously obtained Go-Forward Data and Images and Historical Data and Images.
2. Make any payments due to CLRIS for any pending export activities.
3. Continue to abide by the provisions of Section 4 following the effective date of the termination.

CLRIS, upon termination, shall immediately cease using and return to Service Provider any Confidential Information provided by Service Provider to CLRIS.

7.4 Amendments

This Agreement may be amended in writing from time to time by mutual consent of the Parties. Both Parties must execute all amendments to this Agreement.

7.5 Third Party Beneficiaries

There are no Third Party beneficiaries to this Agreement. This Agreement is intended only to benefit CLRIS and the Service Provider.

7.6 Choice of Law and Forum

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement.

The Parties agree that they will cooperate with each other in good faith to effectuate the terms of this Agreement. If any dispute arises out of this Agreement, and if such dispute cannot be resolved through negotiation between the Parties, the Parties agree to submit the matter to mediation prior to initiating any litigation, including, but not limited to, a court, arbitration, or administrative action. All costs and fees required by the mediator shall be split equally between the Parties, and otherwise each Party shall bear its own costs. The Parties shall agree on a mediator or, if they cannot agree, the mediator shall be selected by lot among the nominations provided by the Parties, with each Party being entitled to one such nomination.

Subject to the foregoing paragraph, any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in either the Des Moines, Iowa, in Polk County District Court for the State of Iowa or in the United States District Court for the Southern District of Iowa.

This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to CLRIS.

7.7 Assignment and Delegation

This Agreement may not be assigned, transferred or conveyed in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. For purposes of construing this clause, a transfer of a controlling interest in Service Provider, a merger, sale or consolidation of Service Provider, or a sale of substantially all of Service Provider's assets shall be considered an assignment, but any transfer, merger, sale, or consolidation of Service Provider to or with its parents, affiliates, and/or subsidiaries shall not be considered an assignment. Service Provider agrees that it shall provide CLRIS with the earliest possible advance notice of any proposed transaction that would qualify as an assignment. Service Provider agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise

secure any financial obligation of Service Provider or any affiliate thereof without the prior written consent of CLRIS.

7.8 Entire Agreement

This Agreement represents the entire Agreement between the Parties concerning the subject matter hereof, and neither Party is relying on any representation that may have been made which is not included in this Agreement. Each Party acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind.

7.9 Obligation Beyond Agreement Term

This Agreement shall remain in full force and effect until terminated or canceled pursuant to this Agreement. The obligations of the Parties under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 2.4, 5, 6, 6.1, 7.1, 7.2, 7.3, 7.6 and 7.20 shall survive termination of this Agreement.

7.10 Waiver

Except as specifically provided for in a waiver signed by duly authorized representatives of CLRIS and Service Provider, failure by either Party at any time to require performance by the other Party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the Parties hereto.

7.11 Notices

Notices under this Agreement shall be in writing and delivered to the representative of the Party to receive notice (identified below) at the address of the Party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to CLRIS:

Phil Dunshee
CLRIS

5408 NW 88th Street, Suite 120
Johnston, Iowa 50131
515.491.8939
phil@clris.com

With a copy to:

David Vestal
General Counsel
Iowa State Association of Counties
501 SW 7th St., Ste. Q
Des Moines, Iowa 50309-4540
Phone: 515-244-7181
Fax: 515-244-6397
dvestal@iowacounties.org

If to Service Provider:

Ken Batacao
Production Manager
Data Tree, LLC
22705 Savi Ranch Parkway
Yorba Linda, CA 92887
Fax: (714) 250.5751
kbatacao@datatree.com

With a copy to:

General Counsel
Data Tree, LLC
4 First American Way
Santa Ana, CA 92707
Fax: (714) 250-6917

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

From time to time, the Parties may change the name and address of a Party designated to receive notice. Such change of the designated person shall be in writing to the other Party and as provided herein.

7.12 Cumulative Rights

The various rights, powers, options, elections and remedies of each Party provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed to each Party by law, and shall in no way affect or impair the right of each Party to pursue any other contractual, equitable or legal remedy to which each party may be entitled as long as any default remains in any way not remedied, unsatisfied, or unresolved. The election by each Party of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7.13 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

7.14 Authorization

Each Party represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of each Party, enforceable in accordance with its terms.

7.15 Successors in Interest

All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the Parties' hereto and their respective successors, assigns, and legal representatives.

7.16 Headings or Captions

The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections.

7.17 Multiple Counterparts

This Agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

7.18 Not a Joint Venture

Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture, (or other association of any kind or agent/principal relationship) between the Parties hereto. Each Party shall be deemed an independent

contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No Party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another Party to this Agreement.

7.19 Additional Provisions

The Parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

7.20 Obligations of Joint Entities

If either Party is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.

7.21 Superior Power

Neither Party shall be liable to the other Party for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "superior power" and not as a result of the fault or negligence of a Party.

As used in this Agreement, "superior power" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the Party affected and which, by the exercise of reasonable diligence, the Party was unable to anticipate or prevent.

7.22 Exclusivity

This Agreement is not exclusive. During the term of this Agreement, CLRIS may establish integration agreements with other entities.

7.23 Interpretation

This Agreement will be deemed to have been prepared jointly. "Including" means "including without limitation."

Section 8. Signatures

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

By: _____
Joyce Jensen
President
Iowa County Recorders Association
5408 NW 88th Street, Suite 120
Johnston, IA 50131

By: _____
Fran Stevens
VP of Operations
Data Tree, LLC
22705 Savi Ranch Parkway
Yorba Linda, CA 92887

Exhibit A: Export Services

Go-Forward Data and Images. The Association will provide Go-Forward Data and Images, in the form of XML Files, to Data Tree as follows:

File Transfer Utility. The Association will make available for downloading, through a file transfer protocol internet website (the “FTP Site”) or other mutually agreeable file transfer method, the XML Files sequentially as they are received.

Historical Data and Images. The Association will provide Historical Data and Images to Data Tree as follows:

Hard Drive or Disks. The Association will provide any existing Historical Data and Images that may be requested by Data Tree, within a reasonable time of any such request(s), on (i) a portable hard drive provided by Data Tree, or (ii) CD or DVD media.

Exhibit B: Service Fees

Data and Images from Counties in the State of Iowa

The basic Service Fee for Go-Forward Data and Images shall be twenty cents (\$0.20) per Document. Service Provider shall make a payment of \$11,750.00 per month as an estimate of said monthly Service Fee. The Association shall reconcile the amount paid with the actual number of Documents on a quarterly or semi-annual basis; any overpayment shall be credited or paid to Service Provider and any underpayment shall be paid by Service Provider.

The basic Service Fee for Historical Data and Images shall be twenty cents (\$0.20) per Document for any Historical Data and Images that Service Provider may request.

The Export Services API system access fee shall be \$400.00 per month. The foregoing cost specifically includes the setup/acquisition and ongoing maintenance costs for necessary equipment and bandwidth.

The price of all indexes is inclusive in the foregoing Services Fees, such that there shall be no separate or additional charge for the indexes.

All fees hereunder shall be considered to be Confidential Information.

Most Favored Terms

Service Provider warrants that the fees paid by Service Provider hereunder are generally comparable to fees paid by Service Provider for copies of recorded documents to the jurisdictions from which Service Provider obtains such copies. Service Provider further warrants that it shall promptly notify CLRIS if the fees payable to other jurisdictions for comparable services are substantially greater than the fees payable by Service Provider hereunder, and that CLRIS shall be entitled to the benefit of such higher fees effective from the date of the agreement entered into with the other jurisdictions.

CLRIS warrants that it has not entered into any similar agreement with any other Third Party. CLRIS further warrants that in the event that it does enter into any such agreement with any other Third Party, it shall promptly notify Service Provider if the fees payable by such Third Party for comparable services are less than the fees payable by Service Provider hereunder, and that Service Provider shall be entitled to the benefit of such lower fees effective from the date of the agreement entered into with the Third Party.